

Why is the District fighting to **transfer teachers**?

Lakeville educators have been informed at the negotiating table that the School Board is *insisting* on an extreme change to the “right of assignment” language in the teacher contract.

All of the existing contract language regarding assignment and transfers was built through a **collaborative process over years** with voices and concerns of both the district and educators being heard and valued. The existing language in the contract has been approved by district and staff negotiations teams for many cycles, including being approved by two current school board members.

Before this language was included 40 years ago, it was acknowledged that both specific administrators and district HR had used the lenient and nuanced transfer process as a tool for **discipline and harassment without justification**.

Now, under the leadership of the new superintendent, the district is prolonging our negotiations by fighting for unfair power over workers – a power that would hurt our ability to build relationships with our students and their families, relationships that are essential for student success.

The district unfairly frames this issue to board members and the public, saying it’s actually good for staff, while **staff’s real experiences and real concerns are being ignored**. Here are a few examples:

EML’s understanding is the District Administration has shared with School Board members some examples to show why they are insisting on a change to the existing contract language regarding Assignments and Transfers.

Example #1: *A High School department has 8 teachers, six of them have two different preps, one has a single prep while the remaining one has 3 preps. The principal wants to redistribute the workload more evenly (two preps/courses each) resulting in a more equitable distribution of prep time, allowing more time in front of students.*

This is completely inaccurate and a false equivalency.

First, changing the assignments to two each has zero impact on the amount of Prep Time (all high school teachers have one class period for prep time as defined by contract definition).

Secondly, this reassignment would not impact the time spent in front of students (At the high school, it is always five class periods under the current model which is also defined in the contract).

The current staffing process at the high schools provides collaborative discussions between departments and the principal to ensure the above situation does not happen. Problem-solving can happen through a discussion with staff. This practice that has been successful for over 40 years.

***If the proposed change in language were to occur, we would go back to a time when a principal could unilaterally impose HS assignments without the input of staff and possibly use this process to harass or punish educators through an assignment process that neither valued experience or expertise. We’re the educators, we know how this affects us.

Example # 2: *An elementary teacher is on a grade level team of 4 teachers, Say, a 3rd grade team with for example, One (A) has been of the third grade team for more years than their other teammates, the other teacher (B) joined the team three years ago, but has more seniority than others on the team. Due to the loss of a section because of district cuts and adjustments, teacher A is moved rather than teacher B (based on overall seniority).*

Again, this is a false equivalency being presented because not all of the facts are truthfully being presented!

First, the situation was **created due to the budget cuts or adjustments that were implemented by the district**, not by the educators.

Second, all members of the team were voluntarily staffed and agreed to by the principal in past rounds of staffing with the full knowledge of the contract language and possible consequences in the future.

***Current contract language allows for an involuntary transfer of teacher B in this situation, under Article 19, Section 8 Criteria for Transfer: Points two and three, when "if there is consensus among the team of teachers involved (meaning if the only person voting no is the person being asked to be moved) then the transfer could occur. When there is no consensus, that means not all of the educators involved believe it is in the best interest of their team or their students, and they are the ones who are in the trenches every day delivering on the promise for our students! Again, **the lack of a discussion does not benefit staff, students or parents.**

Example # 3: *A tenured teacher (A) with many years in the district is in their first year teaching in a new building and assignment. Their school has a loss of FTE (a reduction in classes) due to boundary changes. Due to teacher A being a more senior educator (Higher on the seniority list) they may remain in their assignment in the building. Teacher B who has taught in the building for a longer period of time is the person who is involuntarily transferred to a new building.*

Again, this is a false equivalency being presented.

First, the situation was **created due to the boundary adjustments that were implemented by the district**, not by the educators.

Second, all members of the team were voluntarily staffed and agreed to by the principal in past rounds of staffing with the full knowledge of the contract language and possible consequences in the future.

Third, there is an "assumption" being made that teacher A is not a highly qualified educator, this assumption is simply false in almost every situation that arises in the district.

***Both Examples #2 and #3 are throwbacks to what happened when we had the massive cuts from 2007-10 when the district laid off 170 teachers and transferred another 140. During that time, the statutory rule of seniority and the concept of "stranding" were applied correctly. District HR and EML **worked collaboratively** to ensure that everything was "done by the book". As a result, there were zero grievances during the most difficult time in the district's history!

Example #4: A middle level teacher with the most seniority in their building department is teaching a class at a grade level where there have been issues in the past. The principal has requested the person voluntarily transfer to another class (topic area) in another grade level. The teacher declined the request. The principal then involuntarily transferred them in violation of the established contract language.

This is the exact case that EML won through a grievance process.

What is not being shared is that in the same year, there were multiple staff involuntarily transferred in that same building even when no FTE changes were being made. It was simply done on **the opinion of the principal against the wishes of the professional educators involved**, without their voices being respected and valued. This is actually an example of why keeping the current language is so important.

The district is currently trying to reverse an arbitrator's ruling which set a legal precedent for the EML contract language.

***As a result of the arbitration decision, EML did negotiate in good faith with the district to create the current process/language in article 19, Section 8 Criteria for transfer, points 2 & 3, where a "consensus" is defined for grade level (Elem) or Dept. (Sec) is defined, enabling an involuntary transfer against an individual objection.

Bottom line:

The district's request is trying to eliminate educator voice and input in the process of assignment and transfer which can have a tremendously deleterious effect on an educator's career. This would be a return to "unilateral authority" in the hands of district administration and site principals.

While we stand together for a fair contract that would support the recruitment and retention of teachers in Lakeville, the district is unwavering on this **power grab** that would have an extremely detrimental effect for staff, students and families.

Students and families are best served when they build relationships with teachers over time. Families look forward to younger siblings of a student having the same teacher in the future. Transferring a teacher mid-year could disrupt a student's learning ability and upset their routine and mental health.

Teachers accept a job, with the understanding of what school they're teaching in, the grade and the subject material for students. The district having this unchecked power over involuntary transfers is likely to **cause more teachers leaving the district, teachers who know and love this community.**

EML membership has spoken loud and clear on this topic with a vote of 98% of members rejecting the district's proposed language.